

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
DOCKET NO. 1:13-cv-00108-MOC-DLH

JUDITH GENTRY,

Plaintiff,

Vs.

**EAST WEST PARTNERS CLUB
MANAGEMENT COMPANY, INC.;
MAGGIE VALLEY RESORT MANAGEMENT,
LLC; JAY MANNER,**

Defendants.

VERDICT

1. Was Plaintiff's gender a substantial or motivating factor in Defendant Maggie Valley's decision to terminate Plaintiff's employment? _____ Yes ☒ No

[If you answer Issue 1 "yes," answer Issue 1A. If you Answer Issue 1 "no," go on and answer Issue 2]

- A. Would Defendant Maggie Valley have made the same decision to terminate Plaintiff's employment even if Plaintiff was a male? _____ Yes _____ No

[If you answer Issue 1A. , "yes," go on and answer Issue 2. If you Answer Issue 1A. "no," answer Issue 1B and 1C.]

- B. What amount of back pay, if any, is Plaintiff entitled to recover from Defendant Maggie Valley? _____

- C. What Amount of Compensatory Damages is Plaintiff entitled to recover from Defendant Maggie Valley? _____

2. Was Plaintiff's gender a substantial or motivating factor in Defendant East West's decision to terminate Plaintiff's employment? _____ Yes ☒ No

[If you answer Issue 2 "yes," answer Issue 2A. If you Answer Issue 2 "no," go on and answer Issue 3]

- A. Would Defendant East West have made the same decision to terminate Plaintiff's employment even if Plaintiff was a male? _____ Yes _____ No

[If you answer Issue 2A. , "yes," go on and answer Issue 3. If you Answer Issue 2A. "no," answer Issue 2B and 2C.]

- B. What amount of back pay, if any, is Plaintiff entitled to recover from Defendant East West? _____

- C. What Amount of Compensatory Damages is Plaintiff entitled to recover from Defendant East West? _____

3. Was Plaintiff's disability, a record of disability, or a perception by Maggie Valley that plaintiff had a disability, the "but for" reason Defendant Maggie Valley terminated Plaintiff's employment? _____ Yes ☒ No

[If you answer Issue 3 "yes," answer Issue 3A and 3B. If you Answer Issue 3 "nos," go on and answer Issue 4]

- A. What amount of back pay, if any, is Plaintiff entitled to recover from Defendant Maggie Valley? _____

- B. What Amount of Compensatory Damages is Plaintiff entitled to recover from Defendant Maggie Valley? _____

4. Was Plaintiff's disability, a record of disability, or a perception by East West that plaintiff had a disability, the "but for" reason defendant East West terminated Plaintiff's employment? _____ Yes X No

[If you answer Issue 4 "yes," answer Issue 4A. If you Answer Issue 4 "no," go on and answer Issue 5]

- A. What amount of back pay, if any, is Plaintiff entitled to recover from Defendant East West? _____
- B. What Amount of Compensatory Damages is Plaintiff entitled to recover from Defendant East West? _____

5. Did Defendant Maggie Valley terminate Plaintiff's employment in retaliation for filing a workers' compensation claim? _____ Yes X No

[If you answer Issue 5 "yes," answer Issue 5A. If you Answer Issue 5 "no," go on and answer Issue 6]

- A. Would Defendant Maggie Valley have made the same decision to terminate Plaintiff's employment even if Plaintiff did not file a workers' compensation claim? _____ Yes _____ No

[If you answer Issue 5A. , "yes," go on and answer Issue 6. If you Answer Issue 5A. "no," answer Issue 5B.]

- B. What amount of damages, if any, is Plaintiff entitled to recover from Defendant Maggie Valley? _____

6. Did Defendant East West terminate Plaintiff's employment in retaliation for filing a workers' compensation claim? ☒ Yes ☐ No

[If you answer Issue 6 "yes," answer Issue 6A. If you Answer Issue 6 "no," go on and answer Issue 7]

- A. Would Defendant East West have made the same decision to terminate Plaintiff's employment even if Plaintiff did not file a workers' compensation claim?

☐ Yes ☒ No

[If you answer Issue 6A, "yes," go on and answer Issue 7. If you Answer Issue 6A. "no" answer Issue 6B.]

- B. What amount of damages, if any, is Plaintiff entitled to recover from Defendant East West? \$ 10,000.00

7. Did defendant East West Partners Club Management Co., Inc. tortiously interfere with a valid contract of employment between plaintiff and Maggie Valley? ☒ Yes

☐ No

[If you answer Issue 7 "yes," answer Issue 7A.]

- A. What amount of damages is plaintiff entitled to recover from defendant East West Partners Club Management Co., Inc. for tortious interference with contract?

\$ 5,000.00

8. Did defendant Jay Manner tortiously interfere with a valid contract of employment between plaintiff and Maggie Valley? ☒ Yes ☐ No

[If you answer Issue 8 "yes," answer Issue 8A.]

A. What amount of damages is plaintiff entitled to recover from defendant Jay

Manner for tortious interference with contract? \$5,000.

This, the 12 day of September, 2014.

~~FOREPERSON~~